


Below is an Order of the Court.

  
FRANK R. ALLEY  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re

C & K Market, Inc.,

Debtor.

Case No. 13-64561-fra11

**ORDER GRANTING DEBTOR'S  
MOTION FOR ORDER AUTHORIZING  
CONTINUED USE OF EXISTING BANK  
ACCOUNTS AND CASH  
MANAGEMENT SYSTEM**

THIS MATTER having come before the Court upon Debtor's Motion for Order Authorizing Continued Use of Existing Bank Accounts and Cash Management System (the "Motion") [Dkt. #10]; the Court having reviewed the Motion and the First Day Declaration and having considered the statements of counsel and the evidence presented with respect to the Motion at a hearing before the Court (the "Hearing"); and the Court having found that (1) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (2) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (3) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (4) notice of the Motion and the Hearing was sufficient under the circumstances; and after due deliberation the Court having determined that the relief

requested in the Motion is in the best interests of Debtor, its estate and the creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED that:

1. The Motion is granted as set forth herein.
2. Debtor is authorized to: (a) continue to use the Bank Accounts under existing account numbers without interruption; (b) maintain its Cash Management System in substantially the same form as described in the Motion; (c) implement ordinary course changes to its Cash Management System; and (d) open and close bank accounts; provided, however, that (i) Debtor gives notice to the Office of the United States Trustee and any official committee appointed in this Chapter 11 case prior to opening or closing a bank account, and (ii) any such action is not prohibited by any other agreement Debtor may be a party to. Any new domestic bank account opened by Debtor shall (a) be opened at a bank that has an executed a uniform depository agreement on file with the Office of the United States Trustee for the District of Oregon or at a bank that is willing to execute such an agreement, and (b) be established at an institution insured by the FDIC or the FSLIC and that is organized under the laws of the United States or any state therein.
3. The existing agreements between Debtor and any applicable bank shall continue to govern the post-petition cash management relationship between Debtor and such bank, and all of the provisions of such agreements shall remain in full force and effect, and Debtor is authorized to comply with the terms of such agreements.
4. The Banks are authorized, but not directed, to continue to service and administer the Bank Accounts as accounts of Debtor as debtor-in-possession without interruption, and to receive, process, honor and pay any and all checks and drafts drawn on, or electronic transfer requests made on, the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; unless, with respect to any particular check, Debtor has

delivered a stop payment notice to the applicable Bank in accordance with the applicable agreement governing such relationship.

5. Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored or dishonored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the applicable Debtor. The Debtors shall timely furnish to the Banks stop payment orders for any checks or other payment orders issued prior to the Petition Date which the Debtors do not want to be honored in accordance with the applicable agreement governing such relationship.

6. Banks are authorized to debit the applicable Bank Account in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtor's applicable Bank Account which are cashed at a Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in the applicable Bank Account prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent Debtor is responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. For the Banks at which Debtor holds Bank Accounts that are party to a uniform depository agreement with the Office of the United States Trustee for the District of Oregon, within 15 days of the date of entry of this Order, Debtor shall: (a) contact each Bank, (b) provide such Bank with Debtor's employer identification number, and (c) identify each of their Bank Accounts being held at such Banks as being held by a debtor- in-possession in a bankruptcy case.

8. Debtor shall not be required to include the legend "D.I.P." and the corresponding bankruptcy case number on existing checks. Nonetheless, as soon as practicable

after the Petition Date, Debtor will include "D.I.P." and the corresponding bankruptcy case number on any checks it prints electronically or orders.

9. Notwithstanding anything to the contrary contained herein, any payment made, or authorization contained herein, shall be subject to the requirements imposed on Debtor under any order approving the use of cash collateral.

10. The requirements of Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Order.

11. This Order shall be immediately effective and enforceable upon its entry. To the extent it may be applicable, the 14-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

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I certify that I have complied with the requirements of LBR 9021-1(a)(2)(A).

Presented by:

TONKON TORP LLP

By /s/ Ava L. Schoen

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**LIST OF INTERESTED PARTIES**

***In re C & K Market, Inc.***  
**U.S. Bankruptcy Court Case No. 13-64561-fra11**

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**NON-ECF PARTICIPANTS**

**SECURED CREDITORS**

U.S. Bank N.A.  
c/o Michael R. Stewart  
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Minneapolis, MN 55402-3901

Banc of America  
Leasing & Capital LLC  
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Tucker, GA 30084

Dell Financial Services LLC  
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One Dell Way  
Round Rock, TX 78682

James D. Gillespie  
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Dayville, OR 97825

Greatway Center Property LLC  
8816 E. Evans Creeks  
Rogue River, OR 97537

Green & Frahm  
941 Delsie Dr.  
Grants Pass, OR 97527

Komlofske Corp.  
1535 E. 3rd St.  
Prineville, OR 97754

Ken and Lynda Martin  
80380 Torreon Way  
La Quinta, CA 92253

Protective Life  
2801 Highway 280 South  
Birmingham, AL 35202

**TOP 20 UNSECURED CREDITORS**

Endeavour Structured Equity &  
Mezzanine Fund I, LP  
c/o Pamela K. Webster  
Buchalter Nemer  
1000 Wilshire Blvd. # 1500  
Los Angeles, CA 90017-2457

THL Credit, Inc.  
Pamela K. Webster  
Buchalter Nemer  
1000 Wilshire Blvd. #1500  
Los Angeles, CA 90017-2457

Supervalu  
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Hopkins, MN 55343

Western Boxed Meat Inc.  
2401 NE Argyle St.  
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United Salad Co  
8448 NE 33rd Dr. #100  
Portland, OR 97211-2163

Umpqua Dairy Products  
6823 NE 59th Pl  
Portland, OR 97218

Bigfoot Beverages  
86776 McVay Hwy.  
Eugene, OR 97405

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395 Oyster Point Blvd., #415  
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Sacramento, CA 95829

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File #98545  
615 J.B. Hunt Corporate Dr.  
Lowell, AR 97245

Komlofske Corp.  
1535 E. 3rd St.  
Prineville, OR 97754

Tarks, Inc.  
3752 Colver Rd.  
Phoenix, OR 97535

Willamina Foods, LLC  
8630 SW Scholls Ferry Rd.  
Beaverton, OR 97008

Marc and Charlotte Gould  
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S and J Reed, Inc.  
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Nor-Cal Produce Inc.  
2995 Oates St.  
West Sacramento, CA 95691

The News Group  
3995 70th Ave. E #B  
Fife, WA 98424-1126

Pacific Power & Light Co.  
1033 NE 6th Ave.  
Portland, OR 95256-9199

Coca Cola Bottling Company  
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Reser's Fine Foods Inc.  
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**OTHER**

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